

Panaji, 11th September, 1980 (Bhadra 20, 1902)

SERIES II No. 24

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN

AND DIU

Works, Education and Tourism Department

Order

No. 7/13-5/78-WET

1. Shri Arjun J. de Souza a candidate recommended by Union Public Service Commission is appointed on temporary basis as Senior Architectural Assistant in the P.W.D. in the scale of Rs. 550-25-750-EB-30-900 (Revised) plus all other admissible allowances with immediate effect.

2. The appointment is subject to the terms and conditions specified in the Memorandum of even number dated 7-8-1980.

3. He is posted in the office of the Senior Architect, P.W.D., Altinho-Panaji.

4. His pay will be fixed according to rules.

5. His appointment is temporary and further subject to the condition that in case he is disqualified by the Goa Medical College Board, the appointment order will be cancelled.

6. The expenditure should be debited to the Budget Head 259-Public Works, A.4 (Architecture) Non-Plan.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Works, Education and Tourism).

Panaji, 4th September, 1980.

Forest and Agriculture Department

Corrigendum

No. 2-18/79-AGR

Read: Govt. Order No. 2-18/79 — AGR dated 31-7-1980.

The posting of Shri G. K. Patil, Assistant Agricultural Officer, Grade I mentioned in the order read above should be corrected as "Zonal Agricultural Officer, Pernem" instead of 'Research Officer at Ela Farm'.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary (Forest & Agriculture).

Panaji, 5th September, 1980.

Revenue Department

Notification

No. 1/7/80-RD

In exercise of the powers conferred by section 57 of the Goa, Daman and Diu Agricultural Tenancy Act, 1964 (Act No. 7 of 1964) the Government of Goa, Daman and Diu, hereby delegates the powers conferred on Government under section 26 (3A) (d) of the said Act, to the Secretary (Revenue) to the Government of Goa, Daman and Diu, including powers to hear and decide appeals pending before the Government on the date of issue of this Notification.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 1st September, 1980.

Notification

No. 22/71/80-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of road from Visarnath to Ponchavadi Ponda.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P.W.D., (Cell), Altinho, Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, P. W. D. (Cell), Altinho, Panaji.
3. The Superintending Engineer (South), (R & B), P. W. D., Panaji.
4. The Director of Land Survey, Panaji.
6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P. W. D. (Cell) Altinho, Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

**SCHEDULE**  
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Ponda	Ponchavadi	1	1/1	H: Shri Devi Sateri Bhagawati. North: Shri Devi Sateri Bhagawati. South: — do — East: — do — West: Road.	268.40
2.	— do —	— do —	2	1/2	H: Shri Devi Sateri Bhagawati. North: Shri Devi Sateri Bhagawati. South: — do — East: Shri Janardhan Raghuvir Sinai. West: Shri Devi Sateri Bhagawati.	320.25
3.	— do —	— do —	3	1/3	H: Shri Janardan Raghuvir Sinai, Kudchadkar. North: Janardan Raghuvir Sinai. South: Shri Devi Sateri Bhagawati. East: Shri Janardhan Raghuvir Sinai. West: Shri Devi Sateri Bhagawati.	30.50
4.	— do —	— do —	4	6/19	H: Shri Janardan Raghuvir Siani Kudchadkar. North: Smt. Adelina Barreto. South: Shri Janardan R. S. Kudchadkar. East: — do — West: — do —	122.00
5.	— do —	— do —	5	6/15	H: Smt. Adelina Barreto. North: Shri Devi Sateri Bhagawati. South: Shri Janardhan R. S. Kudchadkar. East: Smt. Adelina Barreto. West: — do —	213.50
6.	— do —	— do —	6	7/6	H: Shri Devi Sateri Bhagawati. North: Shri Vithal Sadashiv Sinai Gude. South: Smt. Adelina Barreto. East: Shri Devi Sateri Bhagawati. West: — do —	366.00
7.	— do —	— do —	7	7/5	H: Shri Vithal Sadashiv S. Gude. North: Sonu Vaikunt Kamat. South: Devi Santeri Bhagawati. East: Vithal Sadashiv Sinai. West: — do —	152.50
8.	— do —	— do —	8	7/3	H: Shri Sonu Vaikunt Kamat. North: Shri Sonu Vaikunt Kamat. South: Shri Vithal Sadashiv S. Gude. East: Shri Sonu Vaikunt Kamat. West: Shri Narayan Upendra Kamat.	140.30
9.	— do —	— do —	9	10/1	H: Shri Narayan Upendra Kamat. North: Shri Narayan Upendra Kamat. South: — do — East: Shri Sonu Vaikunt Kamat. West: Smt. Premabai Vishwanath Kamat and other five.	1,842.20
10.	— do —	— do —	10	19/3	H: Smt. Premabai V. Kamat. Shri Krishnanath V. Kamat. Shri Yeshwant V. Kamat. Shri Chandrakant V. Kamat. Shri Prakash V. Kamat. Shri Dinanath V. Kamat. North: Smt. Premabai V. Kamat & five others. South: — do — East: Shri Narayan Upendra Kamat. West: Shri Kamalakar V. Kamat & four others.	256.20
11.	— do —	— do —	11	19/2	H: Shri Kamalakar V. Kamat. Shri Madhukar V. Kamat. Shri Gajanan V. Kamat. Shri Sonu V. Kamat. Smt. Antoneth Karvalho. North: Shri Kamalakar Vaikunt Kamat & four others. South: — do — East: Smt. Premabai V. Kamat & five others. West: Shri Vithal Ramanath S. Mopcar.	579.50

1	2	3	4	5	6	7
12.	Ponda	Ponchavadi	12	19/1	H: Shri Vithal Ramanath S. Mopcar. North: Shri Jose Mario Fernandes and three others. South: Shri Vithal Ramananth S. Mopcar. East: Shri Kamalakar Vaikunt Kamat and four others. West: — do —	805.00
13.	— do —	— do —	13	16/1	H: Shri Jose Mario Fernandes. Shri Bhikaro Putu Gaonkar. Smt. Eskola Miranda. Annalia Rodrigues Gomes. C. Figredo. North: Shri Sagun Satu Gaonkar. South: Shri Vithal Ramanath Sinai Mopkar. East: Shri Jose Mario Fernandes and three others. West: — do —	835.70
14.	— do —	— do —	14	18/6	H: Shri Sagun Satu Gaonkar. North: Shri Poko Govind Gaonkar. South: Shri Jose Mario Fernandes & three others. East: Shri Sagun Satu Gaonkar. West: — do —	158.60
15.	— do —	— do —	15	18/7	H: Shri Poko Govind Gaonkar. North: Shri Jose Mario Fernandes and three others. South: Shri Sagun Satu Gaonkar. East: Shri Poko Govind Gaonkar. West: — do —	79.30
16.	— do —	— do —	16	16/1	H: Shri Jose Mario Fernandes. Shri Bhikaro Putu Gaonkar. Smt. Eskola Miranda. Smt. Amalia Rodrigues. North: Shri Jose Mario Fernandes. South: Shri Poko Govind Gaonkar. East: Shri Jose Mario Fernandes & three others. West: — do —	372.10
17.	— do —	— do —	17	18/1	H: Shri Babi Ganesh Gaonkar. North: Shri Babi Ganesh Gaonkar. South: — do — East: Shri Jose Mario Fernandes & three others. West: — do —	152.50
18.	— do —	— do —	18	18/3	H: Shri Chopo Rayu Gaunkar. North: Shri Jose Mario Fernandes & three others. South: Shri Chopo Rayu Gaunkar. East: Shri Jose Mario Fernandes & three others. West: — do —	6.00
19.	— do —	— do —	19	16/1	H: Shri Jose Mario Fernandes. Shri Bhikaro Putu Gaonkar. Smt. Eskola Miranda. Smt. Amalia Rodrigues. North: Shri Jose Mario Fernandes & three others. South: — do — East: — do — West: Shri Babi Ganesh Gaunkar.	686.25
20.	— do —	— do —	20	17/18	H: Shri Lumo Sukdo Gaunkar. North: Shri Lumo Sukdo Gaunkar. South: — do — East: Shri Krishna Narayan Gaunkar. West: Shri Jose Mario Fernandes & three others.	164.70
21.	— do —	— do —	21	17/10	H: Shri Krishna Narayan Gaunkar. North: Shri Krishna Narayan Gaunkar. South: Shri Lumo Sukdo Gaunkar. East: — do — West: — do —	73.20
22.	— do —	— do —	22	17/19	H: Shri Lumo Sukdo Gaunkar. North: Shri Narayan Gaunkar. South: Shri Lumo Sukdo Gaunkar. East: Shri Krishna Yemu Gaunkar. West: Shri Lumo Sukdo Gaunkar.	128.00

1	2	3	4	5	6	7
23.	Ponda	Ponchavadi	23	17/16	H: Shri Lumo Sukdo Gaunkar. North: Shri Lumo Sukdo Gaunkar. South: — do — East: Shri Krishna Yemu Gaunkar. West: Shri Lumo Sukdo Gaunkar.	72.00
24.	— do —	— do —	24	17/34	H: Shri Krishna Yemu Gaunkar. North: Shri Krishna Yemu Gaunkar. South: — do — East: Shri Lumo Sukdo Gaunkar. West: — do —	391.25
25.	— do —	— do —	25	10/1	H: Shri Narayan Yemu Gaunkar. North: Shri Narayan Upendra Kamat. South: — do — East: Shri Lumo Sukdo Gaunkar. West: Shri Krishna Yemu Gaunkar.	300.40
26.	— do —	— do —	26	11/13	H: Shri Lumo Sukdo Gaunkar. North: Shri Lumo Sukdo Gaunkar. South: Comunidade of Ponchavadi. East: — do — West: Shri Narayan Upendra Kamat.	128.10
27.	— do —	— do —	27	13/1	H: Comunidade of Ponchavadi. North: Comunidade of Ponchavadi. South: — do — East: Road. West: Shri Lumo Sukdo Gaunkar.	610.00
Total .....						8,844.45

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 29th August, 1980.

### Industries and Labour Department

Order

No. 28/2/79-ILD

The following Awards given by the Industrial Tribunal, Goa, Daman and Diu are hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Industries and Labour).

Panaji, 30th August, 1980.

#### IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU, AT PANAJI

(Before Dr. J. J. Coelho, Hon'ble Presiding Officer)

Reference No. IT/2/77

Shri Shamsunder H. Salgaoker — Workman/Party I  
V/s.

The North Goa State Transport Co-op. Society Ltd. — Employer/Party II

Workman/Party I represented by the Goa Commercial Engg. and General Employees Union, Panaji.

Employer/Party II represented by Shri Ramesh Desai, Labour Consultant.

#### AWARD

This is a Reference made by the Government of Goa, Daman and Diu to this Tribunal on 28-12-76 for adjudication of an Industrial Dispute between M/S The North Goa State Transport Co-operative Society Ltd., Mapusa, Bardez, Goa, and

their Workman Shamsunder Harischandra Salgaoker, conductor, represented by the Goa Commercial Engineering and General Employees Union, Panaji (hereinafter called 'The Union').

#### 2. The terms of Reference are as follows:

"Whether the action of the Management of M/S The North Goa State Transport Co-operative Society Ltd., 58, Vaz Corner, Mapusa (Goa), in terminating the services of Shri Shamsunder Harischandra Salgaoker, Conductor, with effect from 7-2-1976 is legal and justified?

If not, to what relief the workman is entitled to?"

3. The General Secretary of the Union (Shri Narendra B. Shetye) filed the Claim Statement on 10-3-1977 in which he alleged on behalf of the Workman/Party I that the Order of Termination of his Services dated 13-12-76 issued by the Employer/Party II is bad in law, illegal and void and, therefore, the Workman/Party I is entitled, to be reinstated in service with full back wages and Continuity of Service.

4. The Employers/Party II filed its Written Statement in which it is alleged that the action taken against the Workman/Party I is legal, justified and bonafide.

5. Thereafter, the Workman/Party I filed its Rejoinder on 1-11-77 in which he denied the allegations made in the Written Statement by the Employers/Party II.

6. The following Issues were framed by my learned Predecessor Dr. R. V. Kollali on 2-12-77.

- (1) Whether the Employers/Party II were justified in dismissing the Workman/Party I without holding Domestic Inquiry with regard to the alleged Charges contained in the Show-Cause Notice dated 14-11-1975 and Charge-Sheet dated 20-1-1976?
- (2) Whether the Employers/Party II was justified in passing the Dismissal Order dated 13-2-1976 and dismissing the Workman/Party I with retrospective effect from 7-2-1976?
- (3) Whether Charge-Sheet dated 20-1-1976 was issued to the Workman/Party I before passing the Dismissal Order dated 13-2-1976?

- (4) Whether the Workman/Party I is entitled to full Back Wages for the period from 7-2-1976 till the date of the Award, the Employers/Party II having discarded its duty to hold Domestic Inquiry?

7. The Reference did not proceed further and when date was given for the hearing i.e. from 18th to 20th March, last, no Notice could be served on the Workman/Party I since he was not available at his known address which is also the address of the Union which sponsored the cause of the workman before the Government and in this Tribunal during the time of my learned Predecessor.

8. Therefore, the General Secretary of the Union was summoned to remain present in this Tribunal. But he failed to appear inspite of having been duly served. The Employers/Party I have been represented by Shri Ramesh Desai, learned Labour Consultant. Thereafter, a fresh date was given for the hearing of the Reference which was 2-7-80 but this time too Notice could not be served on the Workman/Party I and therefore, still another date was given and summonses were issued to the General Secretary of the Union Shri Shetye in person but the summons were returned unserved as he was not available at his known address. Both the peons working in this Tribunal has certified that they went to the address of Shri Shetye but could not meet him.

9. In the circumstances, it is evident that the whereabouts of the Workman/Party I are not known to this Tribunal and the Union also is not interested in pursuing this matter on his behalf. So, I am left with no other alternative than to dismiss this Reference for non-prosecution.

10. Accordingly, the following Order is made:—

#### ORDER

The Reference is dismissed for non-prosecution.

No order as to the costs.

(Dr. J. J. Coelho)

Panaji

28-7-1980.

Presiding Officer,  
Industrial Tribunal

#### IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU, AT PANAJI

(Before Dr. J. J. Coelho, Hon'ble Presiding Officer)

Reference No. IT/14/79

Workmen, M/S Chowgule Employees Union — Party I

V/s.

M/S Chowgule Engineering Co. Pvt. Ltd. — Party II

Workmen/Party I represented by Chowgule Employees Union, Vasco-da-Gama, Goa.

Employers Party II represented by Shri S. R. Paranjape, Labour Officer, Chowgule Engg. Co., Pvt. Ltd., Vasco-da-Gama, Goa.

#### AWARD

This is a Reference made by the Government of Goa, Daman and Diu on 15-7-1977 of an Industrial Dispute existing between M/S Chowgule Engineering Co. Pvt. Ltd., Central Workshop, Loutulim (Goa) (hereinafter referred to as E/P II) and their Workmen (hereinafter referred to as W/P I) represented by Chowgule Employees Union, Vasco-da-Gama (Goa) (hereinafter called the Union).

2. The terms of the Reference are as follows:—

"Whether the workmen of M/S Chowgule Engineering Co. Pvt. Ltd., employed at Central Workshop Loutulim (Goa), who have been provided accommodation in Company's house on a nominal rent, are entitled to any house rent allowance on par with other workmen who are being paid the House Rent Allowance?

If not, whether the workmen are entitled to any relief and if so, to what relief?"

3. The Union was called upon to file its Statement of Claim by Notice dated 30-6-79 and duly received by its General Secretary (Shri Prabhakar Donde) but on the date fixed for filing the Claim Statement i.e. 13-7-79, Shri Donde applied on behalf of the Union for time and time was granted to him

till 26-11-79. But no proper and regular Roznama was maintained after 13-7-79 and therefore, it is not possible to know whether Shri Donde came to know or not about the fresh date given for filing of the Claim Statement. There is no entry on 26-4-79 in the Roznama. Record shows that the next date given for filing the Claim Statement was 5-6-80. On this date, there is an entry made in the Roznama to the effect that the W/P I were not present and Shri S. R. Paranjape, Labour Officer, attended the Tribunal on behalf of the E/P II and as the W/P I were not present, directions were given for issuing Notice to the W/P I to show-cause as to why the Reference should not be dismissed for want of prosecution. This Notice was made returnable on 30-6-80 at 10-30 A.M. The Notice issued to the W/P I for filing the Claim Statement on 5-6-80 was duly served on the General Secretary of the Union as it is clear from the Acknowledgement Receipt on record (as also the Notice issued to the E/P II which is also on record). The same thing is to be said about the Notice issued to the General Secretary of the Union on 9-6-80 for showing cause as to why the Reference should not be dismissed for want of prosecution. Since nobody appeared on behalf of the W/P I and pursued the matter on 5-6-80 and 30-6-80, another Notice was issued to the General Secretary of the Union (Shri Donde) in his personal name but this Notice too, though duly received as it is clear from the Acknowledgement Receipt on Record, neither Shri Donde nor W/P I nor anybody else on his behalf, attended the Tribunal on 15-7-80. So, it is clear from the entries made in the Roznama that, not being on 13-7-79 when the W/P I remained present and asked for time for filing the Claim Statement, at no time they or anybody on their behalf including Shri Donde attended this Tribunal (and also Deed Claim Statement was filed) though thereafter one more opportunity was given to them to file the same and two opportunities to justify why on account of their absence and unconcern for the matter, the Reference should not be dismissed.

4. In this context, it is more than evident that neither the Union nor the Workmen are interested in pursuing the matter and it is not possible for this Tribunal to go on with the same or keep the same pending.

5. Hence, the following Order is passed:—

#### ORDER

The Reference is dismissed for non-prosecution.

No order as to the costs.

(Dr. J. J. Coelho)

Panaji

15-7-1980.

Presiding Officer,  
Industrial Tribunal.

#### IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU, AT PANAJI

(Before Dr. J. J. Coelho, Hon'ble Presiding Officer)

Reference No. IT/21/78

The Workmen of M/s. Thaly Electricals, Panaji - Goa.

— Party I

V/s.

M/s. Thaly Electricals, Panaji, Goa.

— Party II

Workmen/Party I represented by the General Secretary, The Goa Shops and Establishments Employees Union, Betim, Bardez, Goa.

Employers/Party II represented by Shri Ramesh Desai, Labour Consultant.

#### AWARD

This is a Reference made on 27-2-1978 by the Government of Goa, Daman and Diu for adjudication of an Industrial Dispute existing between M/s. Thaly Electricals, Panaji (Goa) and their Workmen represented by the General Secretary, Goa Shops and Establishments Employees Union, Betim, Bardez-Goa.

2. The terms of Reference are as follows:

"Whether the following demands of the workmen of M/s. Thaly Electricals, Panaji (Goa), are legal and justified?

1) Confirmation in the services of the workmen, who have put in more than six months services.

ii) Categorisation of workers into four following groups and demand for scales as mentioned against each category.

- a) Supervisors — 250-10-300-15-375-20-475;
- b) Electricians — 200-10-275-15-350-20-450;
- c) Wiremen — 200-10-250-12-310-13-400;
- d) Helper — 150-8-190-10-240-15-315.

iii) Demand for applicability of the above scales with retrospective effect from 1-1-1977.

iv) Demand for one increment for 2 years services, while fitting the workmen in a new scale.

v) Demand for D. A. at the following rates:

- a) For the first 100 in basic pay — Rs. 60/-
- b) For the second 100, in basic pay — Rs. 40/- and
- c) For the third 100 in basic pay — Rs. 40/-.

vi) Demand for V. D. A. at the rate of Rs. 100 per month (with 1949 = 100 as base).

vii) Demand for privilege leave at the rate of 30 days per year.

viii) Demand for casual leave and sick leave at the rate of 10 and 12 days respectively per year.

ix) Demand for accumulation of sick leave and privilege leave for 3 years.

x) Demand for 11 paid holidays.

xi) Demand for out-door duty allowance at the rate of Rs. 10/- per day.

If not, to what relief the concerned workmen are entitled to?"

3. On behalf of the Workmen/Party I, the General Secretary of the Union filed their Claim Statement on 21-7-78. The Employer/Party II, on their side, filed their Written Statement on 17-1-79 and finally the Union filed their Rejoinder to the Written Statement of E/P II on 9-7-1979. Thereafter, Issues were framed and the Reference was fixed for hearing on 9-6-80. On that day, both the sides made a joint Application to adjourn the matter since they were in negotiations for an Amicable Settlement. Adjournment was granted and the matter fixed for 7-7-80. Again on this last date, the parties applied for further adjournment as they were about to finalise the settlement. The case was then fixed for hearing on 6-8-80 on which date actually a Memorandum of Settlement was filed by the parties with a prayer for a consent Award.

4. I have gone through the Memorandum of Settlement and find that almost all the demands of the W/P — I have been met by the Employers/Party II and thus a congenial atmosphere has been created for a proper Employers — Employees relationship.

5. In view of the above, I pass the following Order:

#### ORDER

Order in terms of the Memorandum of Settlement on record which will form part of this Award.

No Order as to the Costs.

(Dr. J. J. Coelho)

Panaji,  
6-8-1980.

Presiding Officer,  
Industrial Tribunal.

Memorandum of Settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947, between the Management of M/s. Thaly Electricals, Panaji and their workmen represented by the Goa Shops and Establishments' Employees' Union, Betim, Goa

#### NAMES OF THE PARTIES

Representing the Employers:

1. Shri S. J. Thaly  
Partner  
M/s. Thaly Electricals  
Panaji Goa.

2. Shri P. J. Kamat  
Labour Consultant  
RKR Associates  
202 Govinda Bldg.  
Panaji Goa.

Representing the Workmen:

Shri N. J. Rebello  
General Secretary  
Goa Shops & Establishments'  
Employees' Union  
Betim, Goa.

#### SHORT RECITAL OF THE CASE

The General Secretary, Goa Shops and Establishments' Employees' Union, Betim, Goa (in short the 'Union') representing the workmen employed by M/s. Thaly Electricals, Panaji, Goa, served a Charter of Demands dated 5-7-1977 on the management of M/s Thaly Electricals, Panaji, (in short the 'Management') in respect of recognition of Union, confirmation of workmen, revision of pay scales, introduction of Dearness Allowance, Variable Dearness Allowance, leave, paid holidays, outdoor duty allowance, etc. Since the parties could not arrive at a settlement mutually as also with the intervention of the Assistant Labour Commissioner, Panjim, some of the demands were referred to this Hon'ble Tribunal for adjudication. In the meantime the parties again met and arrived at a mutual settlement, the terms of which are as under:—

#### TERMS OF SETTLEMENT

##### 1. Confirmation in Service:

The Management agrees to confirm all the workmen who have completed six months' continuous service as on 1-11-1979.

##### 2. Scales of pay, D. A., V. D. A. & increment:

(a) The Management agrees to classify the workmen into two grades given below and the scales and classification of jobs are mentioned opposite to each section.

Grades	Scales of pay	Classification
I	250-10-350-15-470-20-610	Wireman/Electrician
II	150-5-200-8-264-10-334	Helper/Labour

In accordance with the above classification, the existing workmen are placed in the Grade as shown below:—

Sr. No.	Name of Workmen	Fixed at	Grade
a.	Namdev Kalangutkar	Rs. 425/-	I
b.	Manohar Korgaonkar	Rs. 425/-	I
c.	Narayan Nagvenkar	Rs. 425/-	I
d.	Vithal Kalangutkar	Rs. 260/-	I

(b) In view of fixation of scales and revision in the present wages as per clause (a) above, the Union and the workmen drop the demands of Dearness Allowance, Variable Dearness Allowance and increments.

##### 3. Privilege Leave, Casual Leave & Sick Leave:

The Management and the Union agree that the Management shall give leave as per the provisions of the Goa, Daman and Diu Shops and Establishments Act, 1973. The Management also agrees to encash the balance casual and sick leave at the end of the year.

##### 4. Paid Holidays:

The Management and the Union agree to continue with the existing practice of paid holidays.

##### 5. Outdoor Duty Allowance:

The Management agrees to pay the outdoor duty allowance in case a workman is asked to do work at the sites, within the territory of Goa, as mentioned below:—

Amount	Distance
1. Rs. 15/- per day	Work site situated beyond 40 Kms.
2. Rs. 8/- per day	Work site situated between 5 Kms and upto 40 Kms.

The Union and the workmen agree that when the workmen are asked to work at a particular site they shall report at that site at the opening hours of the work, i.e. if the working hours at the particular site are from 8.45 a.m. to 12.45 p.m. and 1.45 p.m. to 5.45 p.m., the workmen shall report at Site at 8.45 a.m. which is the opening hour for the purpose of this clause.

6. It is agreed that the workmen and the Union shall maintain complete industrial peace by extending

full co-operation to the Employer so as to achieve maximum production.

7. It is agreed between the parties that the workmen shall not resort to any direct action in case of difference of opinion.
8. It is agreed between the parties that the Union shall withdraw all the pending cases against the Management filed by the Union and the workmen before various authorities.
9. It is agreed between the parties that the revision of wages shall be effective from 1-11-1979 and the arrears arising out of this revision shall be paid to the workmen within 15 days of the publication of Award.
10. It is agreed that this Settlement shall be in force for a period of three years from the date it is signed and shall continue to be binding thereafter until such time a notice of two months is issued by either party declaring its intention to terminate the same and the period of notice has elapsed.
11. The parties agree to file this Settlement before the Hon'ble Industrial Tribunal, Goa, Daman and Diu, Panjim, in Reference No. IT-21 of 78 for a consent award in terms of this Settlement.

Dated: 5th August, 1980.

#### SIGNATURES OF THE PARTIES

For Employers:

(S. J. THALY)  
Partner  
M/s. Thaly Electricals  
Panjim Goa.

(P. J. KAMAT)  
Labour Consultant  
RKR Associates  
202 Govinda Bldg.  
Panaji Goa.

For Workmen:

(N. J. REBELLO)  
General Secretary  
Goa Shops & Establishments'  
Employees' Union  
Betim, Goa.

#### IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU, AT PANAJI

(Before Dr. J. J. Coelho, Hon'ble Presiding Officer)

Reference No. IT/6/79

Arjun Rama Shirodkar.

V/s.

M/S. Adarsh Niwas, Mapusa, Goa.

Shri A. V. Nigalye, General Secretary, Hotel Workers Union, Panaji for the workman/Party I.

#### AWARD

This is a Reference made by the Government of Goa, Daman and Diu on 19-2-79 to this Tribunal for adjudication of an Industrial Dispute existing between the Management of M/S. Adarsha Niwas, Mapusa (hereinafter called 'EE/P-II') and their Workman Arjun Rama Shirodkar (hereinafter called 'W/P-I') represented by Hotel Workers Union, Panaji.

2. The terms of Reference are as follows:

"Whether the action of the management of M/S. Adarsh Niwas, Mapusa, Bardez-Goa, in terminating the services of Shri Arjun Rama Shirodkar, Cook, w.e.f. 2-12-1977 is legal and justified?

If the answer be in the negative, to what relief if any, is the aforementioned workman entitled to?"

3. The W/P-I has given the facts of the case as follows:

He was employed as a Cook for more than 8 years by EE/P-II who are running a Restaurant-cum-Eating House in the city of Mapusa. His last pay drawn was Rs. 120/- p.m. in cash plus food and other benefits like lodging which all are calculated at Rs. 75/- per month. Thus, his total

wages were Rs. 195/- p.m. On 2-12-77, without any reasonable cause and for no misconduct, his services were terminated with immediate effect without giving any Notice or without paying any Wages in lieu thereof. The termination was by Oral Order and in spite of all the requests made to the EE/P-II to reinstate him in service, no action whatsoever has been taken to redress his grievances.

On the very same day, he complained to the Labour Inspector, Mapusa, in writing and the latter acting on the same, issued Notice to the Representative of the EE/P-II but failed to secure his presence to the meetings fixed. Thereafter, the W/P-I approached the Union and the matter was reported to the Labour Commissioner and the Asstt. Labour Commissioner-cum-Conciliation Officer on his part convened several meetings but just like it had happened in the Office of the Labour Inspector, Mapusa, the EE/P-II failed to attend the meetings in the Conciliation Proceedings. Hence, a Failure Report was made and on the basis of this Report, the Government referred the dispute for adjudication to this Tribunal.

4. The W/P-I has claimed that the termination of his services were illegal, unjustified and constitute unfair labour practice since Inquiry was not held and all the principles of Natural Justice were flouted and was in violation of S. 25 F of the Act since no Notice was given or notice Pay or Compensation paid. The W/P-I, therefore, prayed to this Tribunal to direct the EE/P-II to reinstate him in service with full Back Wages and Continuity of Service, besides Compensation.

5. The Notice issued to the EE/P-II was refused and is on record.

6. Hence, ex-parte proceedings were held and the W/P-I was examined on oath as well as the Asstt. Labour Commissioner-cum-Conciliation Officer Shri B. B. Naik who handled this case in the Office of the Commissioner for Labour.

7. The Reference, therefore, is now placed before me for Award after the Arguments of Shri Nigalye, learned Advocate for the W/P-I and General Secretary of the Union placed in support of the reliefs prayed by W/P-I.

8. I have carefully gone through the entire file now before me and particularly the Sworn Statements of W/P-I and of the Asstt. Labour Commissioner-cum-Conciliation Officer Shri Naik and I am of the view that this is a clear case where the EE/P-II has adopted the most uncooperative attitude which they could assume in this kind of matters. They did not appear either before the Labour Inspector, Mapusa or before the Labour Commissioner, Panaji, nor before this Tribunal, in spite of the Notices served on them nor filed any WS or Reply despite the fact that an allegation was made against them of having terminated illegally the services of the W/P-I in contravention of the provisions of the Act.

9. From the facts as they are disclosed in the Statement of Claim and the Depositions of the W/P-I and of the Asstt. Labour Commissioner-cum-Conciliation Officer, I am not left with other alternative than to hold that EE/P-II terminated the services of the W/P-I without legal justification and without the minimum concern to the Principles of Natural Justice. The allegation of the W/P-I that no Inquiry was held, no Notice of Termination was given or Notice Pay and Compensation paid, have not been denied. I, therefore, take him to his word.

10. In the circumstances, I pass the following Order:

#### ORDER

The action of the EE/P-II in terminating the services of the W/P-I is illegal and unjustified and the W/P-I is entitled to be re-instated in service with Continuity of Service and full Back Wages from 2-12-77 upto the actual date of re-instatement with interests thereon at the rate of 6% per annum.

The EE/P-II to pay costs of Rs. 150/- to W/P-I and take appropriate action for compliance of this Award.

Panaji  
16-8-1980.

(Dr. J. J. Coelho)  
Presiding Officer,  
Industrial Tribunal.

## Law Department (Legal Advice)

## Notification

No. 7/1/80-LGL

The following orders received from the Government of India, Ministry of Steel and Mines (Department of Mines), Nagpur, are hereby republished for general information of the public.

R. V. Durbhatker, Under Secretary (Law).

Panaji, 2nd September, 1980.

GOVERNMENT OF INDIA  
MINISTRY OF STEEL AND MINES  
(Department of Mines)

## THE CONTROLLER OF MINING LEASES FOR INDIA

Case No. Z-112.

## Order

(Under Rule 6 of the Mining Leases  
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 13-4-1951 for Iron & Manganese ore held by M/s Mineira Prometedora Limitada of Netorli (Goa) for unlimited period, area 37.2600 Hectares in Village Netorli, Taluka Sanguem of Union territory of Goa, Daman & Diu.

And whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period: The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-.

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 25 August, 1980.

Case No. Z-472.

## Order

(Under Rule 6 of the Mining Leases  
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 9-7-1955 for Iron and Manganese ore held by Shri Caxinata Panduronga Xete Parcar of Sãnvordem-Curchorem (Goa) for unlimited period, area 68.8000 Hectares in Village Darbandora, Taluka Sanguem of Union territory of Goa, Daman & Diu.

And whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period: The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-.

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 22 August, 1980.